

**IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE**

STATE OF TENNESSEE

Plaintiff,

v.

No. _____

**VINCENT GOULD, individually and doing
business as WE THE PEOPLE FORMS AND
SERVICE CENTER OF NASHVILLE,
SHANNON GOULD, individually and doing
business as WE THE PEOPLE FORMS AND
SERVICE CENTER OF NASHVILLE, and
WE THE PEOPLE FORMS AND SERVICE
CENTERS USA, INC., a California
Corporation,**

Defendants.

COMPLAINT

This civil action is brought in the name of the State of Tennessee, in its sovereign capacity, by and through Paul G. Summers, Attorney General and Reporter (“Attorney General”), pursuant to the Unauthorized Practice and Improper Conduct Statute, Tenn. Code Ann. § 23-3-101 *et seq.* (“Unauthorized Practice of Law statute” or “UPL statute”) and the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.* (“TCPA”). Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance, has requested that the State of Tennessee, by the Attorney General, commence civil law enforcement proceedings against Defendants for violations of the TCPA. The Director and the Attorney General have reason to believe that the Defendants named herein have violated the UPL statute and the TCPA as described

herein and that this action is in the public interest. Defendants have been provided with ten (10) days notice of contemplated legal action as set forth in Tenn. Code Ann. § 47-18-108(a)(2).

I. JURISDICTION AND VENUE

1. The jurisdiction of this Court is invoked pursuant to the provisions of Tenn. Code Ann. § 23-3-103(c)(2) and § 47-18-108. Venue is proper in Davidson County pursuant to Tenn. Code Ann. § 23-3-103(c)(2), because it is the county where the alleged violations took place or are about to take place, and is the county where Defendants conduct, transact or have conducted business. Venue is also proper in Davidson County pursuant to Tenn. Code Ann. § 47-18-108(a)(3), because it is the county where the alleged unfair or deceptive acts or practices took place, and the county in which Defendants conduct, transact or have transacted business.

II. DEFENDANTS

2. Defendant Vincent Gould is, on information and belief, the co-owner of and doing business as We The People Forms and Service Center of Nashville (“WTPN”). His business address is 86 Thompson Lane, Nashville, Tennessee 37211. He is and has been involved in the operation of We The People Forms and Service Center of Nashville since its opening, has directly engaged in the conduct and unfair or deceptive acts or practices described herein, had knowledge or should have had knowledge of the practices, and had the authority to control and stop the violations.

3. Defendant Shannon Gould is, on information and belief, the co-owner of and doing business as We The People Forms and Service Center of Nashville. Her business address is 86 Thompson Lane, Nashville, Tennessee 37211. She is and has been involved in the operation of We The People Forms and Service Center of Nashville since its opening, has directly engaged in the conduct and unfair or deceptive acts or practices described herein, had knowledge or should have

had knowledge of the practices, and had the authority to control and stop the violations.

4. Defendant We The People Forms and Service Centers USA, Inc. (“WTPUSA” or “We The People”) is a California corporation owned by Ira Distenfield and Linda Distenfield. Ira Distenfield is the Chairman and Chief Executive Officer of WTPUSA. Linda Distenfield is the President of WTPUSA. WTPUSA is located at 1501 State Street, Santa Barbara, California 93101. Defendant WTPUSA entered into a franchise agreement with Defendants Vincent Gould and Shannon Gould to open WTPN. WTPUSA, since the opening of franchise WTPN, has directly engaged in the conduct and unfair or deceptive acts or practices described herein, had knowledge or should have had knowledge of the practices, and had the authority to control and stop the violations.

III. FACTUAL ALLEGATIONS

Upon information and belief, the State of Tennessee alleges as follows:

5. Defendants WTPUSA and WTPN offer services to the general public which Defendants refer to as “low cost legal document services.”

6. Defendant WTPUSA sells franchises of its We The People operation.

7. Defendants Vincent Gould and Shannon Gould entered into a Franchise Agreement and paid \$59,500.00 to Defendant WTPUSA to open a franchise of We The People in Nashville, Tennessee.

8. After signing the franchise agreement, new franchise owners are required by WTPUSA to complete a five day initial training program. This training program includes subjects such as Legal Self-Help Movement, Site Selection and Office Set-Up, Consumer and Community Relations, Sales and Marketing, and Products and Services.

9. WTPUSA issues manuals to new franchise owners explaining how the company works, including the Quick Reference Guide, Operations Manual, and Compliance Manual.

10. Franchise owners must use WTPUSA's standard colors, logo, and type styles when ordering We The People letterhead, envelopes, business cards, window signs, and brochures.

11. When setting up a new franchise, WTPUSA retains a local attorney to act as the franchise's "Supervising Attorney."

12. WTPUSA selected the Supervising Attorney for the Goulds' franchise in Nashville. WTPUSA retains the authority to replace the Supervising Attorney when necessary.

13. Franchise owners must pay a monthly fee for the services of the Supervising Attorney.

The Supervising Attorney is also paid a monthly retainer by WTPUSA to act as corporate local counsel.

14. The Supervising Attorney is made available to the franchise owners to assist them in the operation of their franchise.

15. The Supervising Attorney is also made available to We The People consumers at no extra cost to the consumer to answer legal questions that they may have regarding the documents that are being prepared by We The People.

16. The Supervising Attorney purportedly reviews workbooks and overviews that We The People franchisees provide to consumers.

17. We The People franchise owners are required under their franchise agreement with WTPUSA to use only the legal forms, documents and information created by and provided to them by WTPUSA.

18. We The People franchise owners are prohibited by WTPUSA from preparing legal documents for consumers at the franchise site. Instead franchise owners must fax the consumer's completed workbook to a WTPUSA document processing center where a "document assistant" creates the legal documents.

19. We The People franchise owners must also fax a purchase order to the WTPUSA headquarters every time a consumer purchases services.

20. For each service purchased by a consumer, We The People franchise owners must pay a 25% processing fee to WTPUSA.

21. WTPUSA has retained authority to monitor compliance of each franchise office with WTPUSA's rules and guidelines, and by inspecting the franchise offices and observing the manner by which services are provided to We The People consumers.

22. WTPUSA also controls and regulates each franchise office through the selection of office locations and a standardized office layout.

23. All advertisements of any medium must be approved by WTPUSA in advance of its use by each franchise office.

24. Defendant WTPUSA, the parent corporation, advertises nationally on the Internet at its website, <http://www.wethepeopleusa.com>.

25. WTPUSA's website, <http://www.wethepeopleusa.com>, offers services for many legal matters, including but not limited to, "Buy/Sell Agreement, Civil Law Suit, Civil Law Suit Answer, Commercial Lease, Conservatorship, DBA's, Deeds, Divorce, Emancipation, Guardianship, Homestead, Incorporation, Living Trust, Living Will, LLC, Mobile Home Transfer, Name Change, OSC/Notice of Motion, Partnership Agreement, Paternity, Power of Attorney, Pre-Nuptial

Agreement, Probate, Promissory Note, Prom Note/Deed of Trust, QDRO, Residential Lease, Response, Restraining Order, Small Claims, Stepparent Adoption, Thirty Day Notice, Trademark, and Will.”

26. Defendants, Vincent Gould and Shannon Gould, opened their franchise, We The People Forms and Service Center of Nashville, in April, 2003.

27. Defendants, Vincent Gould and Shannon Gould, on behalf of their franchise WTPN, have advertised and are currently advertising to provide “low cost legal document services” for consumers in Tennessee. WTPN has offered to provide services for many legal matters, including but not limited to, “Adoption - Stepparent, Bankruptcy (Chapter 7), Buy-Sell Agreement, Civil Lawsuit, Conservatorship, Copyright, Deed - Quitclaim, Deed of Reconveyance, Divorce, Domestic Partnership Agreement, Guardianship, Incorporation, Independent Contractor Agreement, Lease - Commercial, Lease - Residential, Living Trust, Living Will, LLC, Name Change, Order to Show Cause, Partnership Agreement, Paternity - Complaint to Establish, Pre or Post Nuptial Agreement, Power of Attorney, Promissory Note, Probate, QDRO, Restraining Order, Small Claims, Stipulation and Order, Trademark, Unlawful Detainer (Eviction), and Will.”

28. WTPN has advertised its services in the *Thrifty Nickel* newspaper since May, 2003.

29. *Thrifty Nickel* advertisements by WTPN stated, “Avoid costly attorney fees! Divorce \$349, Bankruptcy \$199, Incorporations \$399, Call 44-LEGAL, 86 Thompson Lane, Nashville. No Lawyers Save Money!”

30. Another *Thrifty Nickel* advertisement by WTPN stated, “Wills Only \$99! Avoid probate with a Living Trust only \$399! Why pay more when you don’t have to? Call We The People at 44-LEGAL today or stop by 86 Thompson Lane.”

31. Another *Thrifty Nickel* advertisement stated, “Divorce Only \$349 plus court costs. Why pay more when you don’t have to? Call We The People at 44-LEGAL today or stop by 86 Thompson Lane!”

32. WTPN advertised in *The Tennessean’s Shopping Sense* circular included in Sunday editions of the newspaper. This advertisement stated, “Avoid costly attorney fees! Why pay more when you don’t have to! Divorce \$349, Bankruptcy \$199, Incorporations \$399, We The People, Call 44-LEGAL (445-3425) 86 Thompson Lane, Nashville. No Lawyers Save Money!” This advertisement also provided coupons to save additional money off of all Wills, Name Changes, Stepparent Adoptions, and Living Trusts.

33. WTPN advertised in a mailing circular sent out to Nashville residents created by a company called Sun Media Systems, Inc. One mailer was titled ‘November to Remember’ and included the following ad: “Avoid costly attorney fees! Why pay more when you don’t have to! Divorce \$349, Bankruptcy \$199, Incorporations \$399, We The People Call 44-LEGAL (445-3425) 86 Thompson Lane, Nashville. No Lawyers Save Money.”

34. WTPN has been and is currently advertising on Metropolitan Transit Authority bus benches around Nashville since May, 2003. These advertisements state: “We The People Bankruptcy \$199, Living Trusts \$399, Divorce \$349, Incorporations \$399. Call 44-LEGAL, 86 Thompson Lane.”

35. WTPN has also used the company Graffiti Indoor Advertising to hang advertisements in bathroom stalls at various commercial locations around Nashville.

36. One Graffiti Indoor advertisement states that We The People provides low cost legal document services and includes a photograph of Vincent and Shannon Gould. This advertisement

listed a favorite moment of the Goulds' as "hearing the pure joy in a customer's voice after the step-parent adoption they did through We The People was granted in court!" This advertisement also states that We The People Nashville's supervising attorney, Todd Faulkner, is one of the Goulds' favorite attorneys.

37. WTPN also runs television advertisements on various television stations in the Nashville area.

38. One WTPN television advertisement begins with someone singing "*We The People*." A woman's voice says "Our American spirit of rolling up our sleeves and doing it ourselves is stronger than ever. Not every legal matter requires an attorney and We The People gives you an affordable choice for the preparation of your legal documents." The screen shows "Incorporation \$399, Living Trust \$399, Divorce \$349" and the office with a We The People employee sitting at a table reviewing documents with a consumer. Then the woman's voice says that "No Lawyers Save Money. For the preparation of your legal documents, call We The People at the office nearest you." The screen shows "We The People Legal Document Services, (615) 44-LEGAL, Nashville" in front of the United States Constitution and someone singing "*We The People bringing justice to all*."

39. Another WTPN television advertisement shows a married woman holding a baby and a woman's voice says "Here's the best reason to plan for the future by creating a Living Trust. We The People will make this process easy and affordable by creating a Living Trust for your family. We The People, no lawyers, save money." The screen then says "We The People Legal Document Services (615) 44-LEGAL Nashville." Then the advertisement switches to two people standing in front of a tanning bed sign, another man standing in front of a blue taxi and another man standing in front of an office desk. A woman speaking states "Incorporating your business doesn't have to

be expensive or complicated. We The People has helped thousands of business owners achieve their goals and we can do the same for you. Call We The People, no lawyers save money.” The screen then shows We The People Legal Document Service - Call (615) 44-LEGAL Nashville.

40. Another WTPN television advertisement shows a woman sitting in a rocking chair with a baby in her lap. This woman states “Our grandson Mason is one of the most precious gifts my husband and I have ever received and the greatest gift we can give him in return is to plan for his future. Because a Living Trust is one of the greatest gifts between one generation and the next, We The People Legal Document Service can provide your family with an affordable Living Trust just as they did for ours.” The We The People office is shown with a We The People employee sitting at a table reviewing documents with a consumer and the screen shows “Living Trust \$399.” Then the woman’s voice says “We The People, no lawyers save money.” The screen shows “We The People Legal Document Services, (615) 44-LEGAL, Nashville” in front of the United States Constitution and someone singing “*We The People bringing justice to all.*”

41. WTPN has advertised and is currently advertising its services in BellSouth’s *The Real Yellow Pages for Greater Nashville*.

42. WTPN advertised in the *Yellow Pages* under the section heading “Bankruptcy Services.” This advertisement states: “No lawyers! Save money! Divorce \$349, Incorporations \$399, Living Trusts \$399, Bankruptcy \$199, 44-LEGAL (445-3425) Guardianship \$389, Paternity \$349, We The People, Established 1985 - Offices Nationwide. Stop by today. 86 Thompson Ln. Walk-Ins Welcome.”

43. WTPN advertised in the *Yellow Pages* under the section heading “Divorce Counseling.” This advertisement states: “We The People, Restraining Orders - \$99.00, Divorce -

\$349.00, Bankruptcy - \$199.00, 86 Thompson Ln Nshvl 445-3425.”

44. WTPN advertised in the *Yellow Pages* under the heading “Legal Forms.” This advertisement states: “We The People Wills - Incorporations, Probate - Guardianship, Bankruptcy - Divorce, 86 Thompson Ln Nshvl 445-3425.”

45. Defendant Vincent Gould is not licensed to practice law in the state of Tennessee. (See Exhibit A: Affidavit of Adele Anderson, Administrator of the Board of Law Examiners of Tennessee).

46. Defendant Shannon Gould is not licensed to practice law in the state of Tennessee. (See Exhibit B: Affidavit of Adele Anderson, Administrator of the Board of Law Examiners of Tennessee).

47. Defendants Vincent Gould and Shannon Gould own and operate the We The People Nashville franchise located at 86 Thompson Lane. This location has a large sign in the front yard that states: “We The People Low Cost Legal Document Services Phone: 44-LEGAL.”

48. Some consumers that use the We The People Nashville franchise have questions regarding which legal documents are appropriate or necessary to help them with their specific situations.

49. Defendants Vincent Gould and Shannon Gould have answered consumers’ questions regarding various legal issues and determined for those consumers the appropriate legal forms necessary for their specific situations.

50. Once it has been determined the type of legal forms to be prepared by WTPN, the consumer must complete a contract for services and pay money to WTPN.

51. Once the consumer pays, Defendants Vincent Gould and Shannon Gould give

consumers a blue folder that contains an Overview regarding the legal situation to assist them in completing the workbook, and a workbook to complete with certain information that WTPUSA has determined is necessary to create a legal document.

52. For example, if a consumer wishes to obtain a divorce, WTPN provides a Divorce Overview for Tennessee, that states on the front cover, “Reviewed by John David Moore, Supervising Attorney.” This Divorce Overview provides legal information including what a consumer has to decide, ways to resolve these issues including an uncontested divorce or a contested divorce and answers to common questions regarding divorces in Tennessee.

53. WTPUSA and, acting as its agent, WTPN, have determined that the Divorce Overview provides the proper legal advice necessary for a consumer to complete a workbook with the pertinent information to create a legal divorce petition.

54. In the WTPN Divorce folder is a We The People Dissolution (Irreconcilable Differences) Workbook for Tennessee. This workbook asks several questions regarding the consumer’s name, race, address, city, state, zip, county, home phone number, work phone number, fax number, length of residence in Tennessee (whether more than six months or not), whether he or she is a member of the armed services, date of birth, place of birth, number of previous marriages and employer for both the consumer and spouse. This workbook also asks the date of marriage, the wife’s maiden name, the place of marriage and whether the spouse and consumer live together or the date of separation. This workbook states, “Ground for divorce: Irreconcilable Differences **9** YES **9**NO.” The workbook asks for information regarding children of the consumer.

55. The We The People consumer folder also includes a Marital Dissolution Agreement Workbook for Tennessee which is to be completed by the consumer regarding spousal maintenance

alimony, the family home, property division (whether separate property or community property), debt division (whether separate property or community property), pension plans and income taxes.

56. If the consumer has children, the workbook directs them to complete the Parenting Plan Workbook. The consumer is instructed to provide information regarding the children's custody, visitation, possession schedule, a parenting plan to be written in the consumer's own words, child support, medical care, life insurance, taxes and other costs.

57. Even though We The People advertises that no lawyers are necessary for their services, consumers are invited to "chat" with We The People's Supervising Attorney if they have any legal questions that need to be answered.

58. The Supervising Attorney does not participate in the drafting of the legal documents nor does he review these documents once they are completed by We The People's document processing center. In most cases a consumer does not have contact with an attorney nor are the documents reviewed by an attorney.

59. Once the consumer returns the workbook to WTPN, Defendants Vincent Gould and Shannon Gould, through WTPN and its employees, review the workbook with the consumer to make sure it is complete.

60. Someone from WTPN then faxes a copy of the completed workbook and purchase order to its designated WTPUSA document processing center.

61. WTPUSA's document processing center takes the information from the consumer workbook and uses it to create a legal document purportedly appropriate for the State of Tennessee.

62. Once WTPUSA's document processing center has created the legal document for the consumer, these documents are faxed back to WTPN. WTPN then contacts the consumer and has

the consumer come to the office to review the documents and sign them.

63. Defendants Vincent Gould and Shannon Gould instruct the consumer that they may give the court filing fee to WTPN and they will file the documents and court filing fees at the appropriate Court Clerk's Office.

64. Defendant Vincent Gould has filed divorce and step-parent adoption documents along with the court filing fees in Davidson County Circuit Court.

65. Defendant Vincent Gould has paid court filing fees on behalf of WTPN consumers to the Davidson County Circuit Court Clerk and the Wilson County Circuit Court Clerk with checks written on a WTPN bank account.

66. When filing a divorce petition and step-parent adoption with the Wilson County Circuit Court Clerk's Office, Defendant Vincent Gould mailed these documents along with a cover letter that he signed which tells the Clerk that he is filing the documents with the filing fee and to please return a stamped copy to Vincent Gould and that if there are any questions to please contact him, acting as an agent on behalf of these consumers.

67. WTPN has also prepared and filed divorce documents for its consumers in Sumner County.

68. WTPN has filed Chapter 7 Bankruptcy Schedules and Statements along with the court filing fee on behalf of its consumers in the U.S. Bankruptcy Court for the Middle Division of Tennessee.

69. Defendant Vincent Gould has called the Davidson County Circuit Court Clerk's office and set up hearing dates on behalf of some consumers and has also instructed consumers to call the clerk's office to set up hearing dates.

70. In the case of bankruptcy filings, after filing the Chapter 7 statements and schedules on behalf of its consumers, Defendant Vincent Gould and/or his employees have mailed letters regarding the date for consumers to appear at the 341 Creditor's Meetings.

71. Defendants Vincent Gould and Shannon Gould, by and through their franchise WTPN, advertised to provide services and collected money from consumers and persons for providing those services when Defendants cannot, under Tennessee law, provide these services.

72. Several consumers who have purchased services from WTPN have stated that when they first went to WTPN, either Vincent Gould or Shannon Gould assisted them in choosing the type of divorce or bankruptcy that fit their specific situation.

73. Some consumers who paid WTPN to prepare their divorce documents have actually had Circuit Court Judges deny their Divorce Petitions due to deficiencies with the documents.

74. Several consumers who purchased Chapter 7 Bankruptcy schedules and statements from WTPN have received inquiry letters from the U.S. Trustee's Office asking for further information because of deficiencies with the bankruptcy petitions.

75. In some bankruptcy situations, the Chapter 7 Trustee has filed adversary Complaints to Deny Discharge against We The People debtors based on deficiencies with their bankruptcy petitions.

76. Defendant Vincent Gould, Defendant Shannon Gould and Defendant WTPUSA are making numerous legal decisions, including but not limited to, making determinations regarding relevancy of information to be included in legal documents, advising consumers as to the proper county and court in which to file these legal documents, and in determining which legal form should be prepared for each kind of case.

77. Defendant Vincent Gould, individually and doing business as WTPN, and acting as an agent for WTPUSA, directly participated in the above unfair or deceptive practices, had knowledge or should have had knowledge of the unfair or deceptive practices, and had the authority to control and stop the unfair or deceptive acts and practices.

78. Defendant Shannon Gould, individually and doing business as WTPN, and acting as an agent for WTPUSA, directly participated in the above unfair or deceptive practices, had knowledge or should have had knowledge of the unfair or deceptive practices, and had the authority to control and stop the unfair or deceptive acts and practices.

79. Defendant WTPUSA, directly participated in the above unfair or deceptive practices, had knowledge or should have had knowledge of the unfair or deceptive practices, and had the authority to control and stop the unfair or deceptive acts and practices.

80. Defendants Vincent Gould and Shannon Gould directly paid for advertisements and solicitations made by WTPN.

81. Defendant WTPUSA directly paid for initial advertisements and solicitations made by WTPN.

82. Consumers and persons, the exact number of whom is presently unknown to Plaintiff, State of Tennessee, have been injured and suffered ascertainable losses as a result of all Defendants' acts and practices.

83. Defendants have failed to fully disclose to consumers the risks of proceeding in legal situations with We The People documents.

IV. VIOLATIONS OF THE LAW
COUNT I: UNAUTHORIZED PRACTICE OF LAW

A: DEFENDANT VINCENT GOULD

84. Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (5) - (83) of this Complaint.

85. Defendant Vincent Gould has been and is engaging in “law business,” engaging in the “practice of law,” and performing legal services for persons within the State of Tennessee as defined in Tenn. Code Ann. § 23-3-101 *et seq.*

86. By soliciting clients through advertisements and promotions which state that We The People can provide legal document services, Defendant Vincent Gould has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. §§ 23-3-101(1) and (2).

87. By assisting or procuring in the drawing of legal documents for a valuable consideration, Defendant Vincent Gould has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. §§ 23-3-101(1) and (2).

88. By advising or counseling consumers for a valuable consideration regarding secular laws, Defendant Vincent Gould has been and is engaging in “law business” pursuant to Tenn. Code Ann. § 23-3-101(1).

89. By acting in a representative capacity for a valuable consideration, Defendant Vincent Gould has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. § 23-3-101(1) and (2).

90. By engaging in the “law business” and “practice of law” without having been duly licensed, Defendant Vincent Gould has engaged in the unlawful practice of law, in violation of Tenn. Code Ann. § 23-3-103(a).

91. By continuing to hold himself out as authorized to prepare and assist in the preparation of legal pleadings to be used in court proceedings, despite the fact that he is not licensed

to practice law in the State of Tennessee, Defendant Vincent Gould continues to violate Tenn. Code Ann. § 23-3-103 by engaging in “law business” and the “practice of law” without a law license issued by the State of Tennessee.

B. DEFENDANT SHANNON GOULD

92. Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (5) - (83) of this Complaint.

93. Defendant Shannon Gould has been and is engaging in “law business,” engaging in the “practice of law,” and performing legal services for persons within the State of Tennessee as defined in Tenn. Code Ann. § 23-3-101 *et seq.*

94. By soliciting clients through advertisements and promotions which state that We The People can provide legal document services, Defendant Shannon Gould has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. §§ 23-3-101(1) and (2).

95. By assisting or procuring in the drawing of legal documents for a valuable consideration, Defendant Shannon Gould has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. §§ 23-3-101(1) and (2).

96. By advising or counseling consumers for a valuable consideration regarding secular laws, Defendant Shannon Gould has been and is engaging in “law business” pursuant to Tenn. Code Ann. § 23-3-101(1).

97. By engaging in the “law business” and “practice of law” without having been duly licensed, Defendant Shannon Gould has engaged in the unlawful practice of law, in violation of Tenn. Code Ann. § 23-3-103(a).

98. By continuing to hold herself out as authorized to prepare and assist in the preparation of legal pleadings to be used in court proceedings, despite the fact that she is not licensed to practice law in the State of Tennessee, Defendant Shannon Gould continues to violate Tenn. Code Ann. § 23-3-103 by engaging in “law business” and the “practice of law” without a law license issued by the State of Tennessee.

C: DEFENDANT WE THE PEOPLE FORMS AND SERVICE CENTERS USA, INC.

99. Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (5) - (83) of this Complaint.

100. Defendant WTPUSA has been and is engaging in “law business,” engaging in the “practice of law,” and performing legal services for consumers and persons within the State of Tennessee as defined in Tenn. Code Ann. § 23-3-101 *et seq.*

101. By advertising and mandating approval of all WTPN advertisements which are used to solicit clients in Tennessee to provide legal document services, Defendant WTPUSA has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. §§ 23-3-101(1) and (2).

102. By drawing legal documents for a valuable consideration, Defendant WTPUSA has been and is engaging in “law business” and the “practice of law” pursuant to Tenn. Code Ann. §§ 23-3-101(1) and (2).

103. By advising or counseling consumers for a valuable consideration regarding secular laws, Defendant WTPUSA has been and is engaging in “law business” pursuant to Tenn. Code Ann. § 23-3-101(1).

104. By engaging in the “law business” and “practice of law” without having been duly

licensed in Tennessee, Defendant WTPUSA has engaged in the unlawful practice of law, in violation of Tenn. Code Ann. § 23-3-103(a).

105. By continuing to hold themselves out as authorized to prepare and assist in the preparation of legal pleadings to be used in court proceedings, despite the fact that they are not licensed to practice law in the State of Tennessee, Defendant WTPUSA continues to violate Tenn. Code Ann. § 23-3-103 by engaging in “law business” and the “practice of law” without a law license issued by the State of Tennessee.

COUNT II: TENNESSEE CONSUMER PROTECTION ACT

A: DEFENDANT VINCENT GOULD

106. The Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (5) - (83) of this Complaint.

107. Defendant Vincent Gould’s offering of legal services to consumers, as alleged herein, constitutes the offering of or providing of “goods” and/or “services” and constitutes “trade,” “commerce” and/or a “consumer transaction” as defined in Tenn. Code Ann. §§ 47-18-103 (5), (10) and (11).

108. All of the acts and practices engaged in and employed by Defendant Vincent Gould, as alleged herein, are “unfair or deceptive acts or practices affecting the conduct of any trade or commerce” in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

109. Defendant Vincent Gould has caused likelihood of confusion or of misunderstanding as to the source and approval of his services, in violation of Tenn. Code Ann. § 47-18-104(b)(2).

110. Defendant Vincent Gould has caused likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another, in violation of Tenn.

Code Ann. § 47-18-104(b)(3).

111. Defendant Vincent Gould has misrepresented that his services have approval, characteristics, uses or benefits of legal expertise that Defendant does not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5).

112. Defendant Vincent Gould has misrepresented that his services are of a particular standard, quality, or grade, in violation of Tenn. Code Ann. § 47-18-104(b)(7).

113. Defendant Vincent Gould has represented or implied that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve, in violation of Tenn. Code Ann. § 47-18-104(b)(12).

114. Defendant Vincent Gould has used statements or illustrations in advertisements which create a false impression of the quality, value, or origin of the goods or services offered, in violation of Tenn. Code Ann. § 47-18-104(b)(21).

115. By accepting payment for legal services and failing to deliver as alleged in paragraphs (5) - (83), Defendant Vincent Gould has engaged in conduct in violation of Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

116. By failing to clearly and conspicuously disclose to consumers that Defendant has not met the State's requirements to practice law and Defendant cannot legally offer legal services, including the preparation of legal documents without a valid law license or the assistance of an attorney as alleged in paragraphs (5) - (83), Defendant Vincent Gould has violated Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

117. All of the acts and practices engaged in and employed by Defendant Vincent Gould as alleged herein are deceptive to the consumer in violation of Tenn. Code Ann. § 47-18-104(b)(27).

B: DEFENDANT SHANNON GOULD

118. The Plaintiff incorporates by reference and realleges each and every allegation

contained in Paragraphs (5) - (83) of this Complaint.

119. Defendant Shannon Gould's offering of legal services to consumers, as alleged herein, constitutes the offering of or providing of "goods" and/or "services" and constitutes "trade," "commerce" and/or a "consumer transaction" as defined in Tenn. Code Ann. §§ 47-18-103(5), (10) and (11).

120. All of the acts and practices engaged in and employed by Defendant Shannon Gould, as alleged herein, are "unfair or deceptive acts or practices affecting the conduct of any trade or commerce" in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

121. Defendant Shannon Gould has caused likelihood of confusion or of misunderstanding as to the source and approval of her services, in violation of Tenn. Code Ann. § 47-18-104(b)(2).

122. Defendant Shannon Gould has caused likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another, in violation of Tenn. Code Ann. § 47-18-104(b)(3).

123. Defendant Shannon Gould has misrepresented that her services have approval, characteristics, uses or benefits of legal expertise that Defendant does not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5).

124. Defendant Shannon Gould has misrepresented that her services are of a particular standard, quality, or grade, in violation of Tenn. Code Ann. § 47-18-104(b)(7).

125. Defendant Shannon Gould has represented or implied that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve, in violation of Tenn. Code Ann. § 47-18-104(b)(12).

126. Defendant Shannon Gould has used statements or illustrations in advertisements which create a false impression of the quality, value, or origin of the goods or services offered, in violation of Tenn. Code Ann. § 47-18-104(b)(21).

127. By accepting payment for legal services and failing to deliver as alleged in paragraphs (5) - (83), Defendant Shannon Gould has engaged in conduct in violation of Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

128. By failing to clearly and conspicuously disclose to consumers that Defendant has not met the State's requirements to practice law and Defendant cannot legally offer legal services, including the preparation of legal documents without a valid law license or the assistance of an attorney as alleged in paragraphs (5) - (83), Defendant Shannon Gould has violated Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

129. All of the acts and practices engaged in and employed by Defendant Shannon Gould as alleged herein are deceptive to the consumer in violation of Tenn. Code Ann. § 47-18-104(b)(27).

C: DEFENDANT WE THE PEOPLE FORMS AND SERVICE CENTERS USA, INC.

130. The Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (5) - (83) of this Complaint.

131. Defendant WTPUSA's offering of legal services to consumers, as alleged herein, constitutes the offering of or providing of "goods" and/or "services" and constitutes "trade," "commerce" and/or a "consumer transaction" as defined in Tenn. Code Ann. §§ 47-18-103(5), (10) and (11).

132. All of the acts and practices engaged in and employed by Defendant WTPUSA, as alleged herein, are "unfair or deceptive acts or practices affecting the conduct of any trade or commerce" in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

133. Defendant WTPUSA has caused likelihood of confusion or of misunderstanding as to the source and approval of its services, in violation of Tenn. Code Ann. § 47-18-104(b)(2).

134. Defendant WTPUSA has caused likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another, in violation of Tenn.

Code Ann. § 47-18-104(b)(3).

135. Defendant WTPUSA has misrepresented that its services have approval, characteristics, uses or benefits of legal expertise that they do not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5).

136. Defendant WTPUSA has misrepresented that its services are of a particular standard, quality, or grade, in violation of Tenn. Code Ann. § 47-18-104(b)(7).

137. Defendant WTPUSA has represented or implied that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve, in violation of Tenn. Code Ann. § 47-18-104(b)(12).

138. Defendant WTPUSA has used statements or illustrations in advertisements which create a false impression of the quality, value, or origin of the goods or services offered, in violation of Tenn. Code Ann. § 47-18-104(b)(21).

139. By accepting payment for legal services and failing to deliver as alleged in paragraphs (5) - (83), Defendant WTPUSA has engaged in conduct in violation of Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

140. By failing to clearly and conspicuously disclose to consumers that Defendant WTPUSA has not met the State's requirements to practice law and Defendant cannot legally offer legal services, including the preparation of legal documents without a valid law license or the assistance of an attorney as alleged in paragraphs (5) - (83), Defendant WTPUSA has violated Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

141. All of the acts and practices engaged in and employed by Defendant WTPUSA as alleged herein are deceptive to the consumer in violation of Tenn. Code Ann. § 47-18-104(b)(27).

DEMAND FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, THE STATE OF TENNESSEE PRAYS:

1. That this Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 20-13-101 and 47-18-116.

2. That process issue and be served upon Defendants Vincent Gould, Shannon Gould and WTPUSA requiring each Defendant to appear and answer this Complaint.

3. That this Court adjudge and decree that Defendants Vincent Gould, Shannon Gould and WTPUSA have each engaged in the aforementioned acts or practices which violate the Tennessee Unauthorized Practice and Improper Conduct statute.

4. That this Court adjudge and decree that Defendants Vincent Gould, Shannon Gould and WTPUSA have each engaged in the aforementioned acts or practices which violate the Tennessee Consumer Protection Act.

5. That this Court permanently enjoin Defendants Vincent Gould, Shannon Gould and WTPUSA from engaging in the aforementioned acts or practices which violate the Tennessee Unauthorized Practice and Improper Conduct statute, the Tennessee Consumer Protection Act of 1977 and other laws and regulations.

6. That this Court enter judgment against the Defendants and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of the Defendants' actions, including attorney fees, expert and other witness fees, as provided by Tenn. Code Ann. § 23-3-103(c)(1) and Tenn. Code Ann. § 47-18-108(a)(5) and (b)(4).

7. That this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses, including statutory interest, suffered by reason of the alleged violations of the Tennessee Unauthorized Practice and Improper Conduct statute.

8. That this Court make such orders or render such judgments as may be necessary to

restore to any consumer or other person any ascertainable losses, including statutory interest, suffered by reason of the alleged violations of the Tennessee Consumer Protection Act of 1977.

9. That this Court adjudge and decree that Defendants pay civil penalties of not more than two thousand dollars (\$2,000.00) per violation to the State as provided by Tenn. Code Ann. § 23-3-103(c)(1).

10. That this Court adjudge and decree that Defendants pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation to the State as provided by Tenn. Code Ann. § 47-18-108(b)(3).

11. That all costs in this case be taxed against Defendants.

12. That this Court grant Plaintiff such other and further relief as this Court deems just and proper.

Respectfully submitted,

PAUL G. SUMMERS
Attorney General and Reporter
B.P.R. No. 6285

JENNIFER E. PEACOCK
Assistant Attorney General
B.P.R. No. 22227
Consumer Advocate and Protection Division
425 Fifth Avenue North, 2nd Floor
Nashville, TN 37243

CERTIFICATE OF SERVICE

I, Jennifer Peacock, do hereby certify that true and exact copies of the foregoing Complaint was served on Vincent Gould and Shannon Gould, individually and doing business as We The People Forms and Service Center of Nashville, 86 Thompson Lane, Nashville, TN via hand-delivery on this the _____ day of _____, 2004.

JENNIFER PEACOCK
Assistant Attorney General

EXHIBIT A:
AFFIDAVIT OF ADELE ANDERSON,
ADMINISTRATOR OF TENNESSEE
BOARD OF LAW EXAMINERS,
REGARDING VINCENT GOULD

EXHIBIT B:
AFFIDAVIT OF ADELE ANDERSON,
ADMINISTRATOR OF TENNESSEE
BOARD OF LAW EXAMINERS,
REGARDING SHANNON GOULD